

**LEASE AGREEMENT
BY AND BETWEEN**

**LEASE AGREEMENT
BY AND BETWEEN**

CCR NEWCO LLC (Landlord/Property Owner)

and

**Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada,
Reno (Tenant)**

For

516 West Street (Sky Tower and Sky Tower Parking Garage) in Reno, Nevada

Lease Agreement

This **LEASE AGREEMENT** (“**Lease**”) is made and entered into this 31st day of July, 2019 (the “**Effective Date**”), by and between CCR NEWCO LLC, a Nevada limited liability company (“**Landlord**”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“**Tenant**”) (Landlord and Tenant each a “**Party**” and both collectively the “**Parties**”).

1. Leased Premises.

(a) **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord on the terms and conditions set forth in this Lease, (i) the 27 Floor Hotel Tower known as the Sky Tower, located generally at 516 West Street, Reno, Nevada (“**Building**”); (ii) approximately 1,557 unreserved parking spaces located in the Sky Tower Parking Garage located adjacent to the Building on Assessor Parcel Numbers 007-261-21, 007-261-23, 007-261-28, and 007-261-29 (“**Garage**”); and (iii) the non-exclusive right to use the Common Areas (the Common Areas, together with the Building and Garage collectively referred to as the “**Premises**”), as more particularly depicted on **Exhibit A** attached hereto and incorporated herein by reference. The Premises shall exclude the existing designated facilities and maintenance rooms, and Landlord reserves the right to operate a coffee/juice bar in the existing bar space on the Second Floor of the Building (such maintenance/facilities rooms, and coffee/juice bar on the 2nd Floor of the Building operated by Landlord together, the “**Excluded Space**”). Landlord acknowledges that Tenant is a party to certain retail, food, and beverage contracts that contain exclusive provisions inuring to the benefit of third parties. Should Landlord elect to operate a coffee/juice bar on the 2nd Floor of the Building, Tenant will use its best efforts to obtain permission from those third parties for such operation by Landlord, and Landlord agrees that it will not proceed with such operation until Tenant has obtained all appropriate permissions.

(b) **Full-Service Lease.** Except for Tenant’s obligations expressly set forth in this Lease, this Lease shall be a full-service lease and Landlord shall be responsible at Landlord’s sole cost and expense, for all operating costs of the Premises, including, but not limited to, all costs incurred by Landlord for the administration, operation, and maintenance of the Premises and Common Areas, including, but not limited to (i) Real property taxes and assessments, excluding transient lodging tax and transient lodging surcharges, if applicable; (ii) the cost of all utilities supplied to the Premises and the Common Areas; (iii) Landlord’s insurance; (iv) costs incurred in managing the Premises and Common Areas; and (v) the costs of maintenance and repair of the Premises and Common Areas.

(c) **Common Areas.** Tenant shall have the non-exclusive right to use in common with Landlord and its invitees the Common Areas. The term “**Common Areas**” shall mean areas adjacent to the Building and within the Garage designated by Landlord from time to time for the common use of or benefit by Tenant, Landlord and its invitees, including without limitation, sidewalks, walkways, mezzanine areas, skywalk connecting to the North Tower, driveways, common lobbies, elevators, and corridors open to the public.

2. Term.

(a) **Initial Term.** The term of this Lease shall commence upon the Effective Date of July 31, 2019 and, unless terminated sooner as provided for herein, shall terminate, unless extended by Option in 2(b) below, on May 16, 2020 (the “**Initial Term**”).

(b) **Option to Extend.** Tenant shall have the option to extend the Lease for one (1) additional period from July 31, 2020 through May 15, 2021, upon the same terms and conditions stated herein (such additional period, if any, together with the Initial Term the “**Term**”). Tenant may exercise such option by providing Landlord written notice of Tenant’s intention to renew at least sixty (60) days prior to the expiration of the Initial Term.

3. **Delivery of the Premises.**

(a) So long as Landlord has received from Tenant certificates satisfactory to Landlord evidencing the insurance required to be carried by Tenant under this Lease, Landlord shall provide to Tenant early access to the following rooms and areas on the following dates:

(i) July 31 2019: Five (5) "suites," rooms numbered 562, 656, 662, 2781, 2881, and a large area secured by Landlord in a mutually-agreed-upon location on the Premises for staging furniture moves;

(ii) August 1, 2019: 48 bedrooms with king beds identified in **Exhibit B**;

(iii) August 12, 2019: All other bedrooms in the Building;

(iv) August 13, 2019: Garage and Common Areas for moving and set up.

The period of time between July 31, 2019 and August 17, 2019 shall be referred to as the "Early Access Period." Tenant's access to the Premises during the Early Access Period shall be subject to all terms and conditions of this Lease, except that Tenant shall not be obligated to pay Rent during the Early Access Period. Tenant agrees to cooperate with Landlord during the Early Access Period so as not to interfere with Landlord in the completion of any Landlord's Work (defined below). Tenant shall provide notice to Landlord of its move-in schedule and move-in parking requirements at least three (3) days prior to initial move-in. Landlord's maintenance and housekeeping staff shall continue to have access to the Building during the Early Access Period for purposes of cleaning and facilitating turnover of possession to Tenant.

(b) So long as Landlord has received from Tenant the first installment of Monthly Rent due pursuant to Paragraph 5 of the Lease, Landlord shall deliver possession of the Premises to Tenant on August 17, 2019. Landlord shall, prior to delivering possession of the Premises to Tenant or as otherwise may be set forth herein or agreed by the Parties, in the condition agreed to in this Agreement, perform the additional work described in Section 7.1 (b), and (e) through (j) below ("**Landlord's Work**") at no cost to Tenant. Landlord shall deliver the Premises to Tenant with the Landlord's Work complete (except as otherwise provided in Section 7.1), and with the Premises in compliance with all fire, ADA, access and applicable building codes and legal requirements, with the Building's structure and all mechanical, electrical, plumbing, HVAC, life safety and other building systems serving the Premises in good operating order and condition, with a certificate of occupancy or equivalent issued, and free of any occupants and any rights of possession by any other party. Landlord may, in its discretion, remove the following items from bedrooms prior to the possession date: lounge chairs in double queen rooms, coffee makers, alarm clocks, phones, irons and ironing boards, hangers, luggage racks and consumable products.

(c) Except for Tenant's access during the Early Access Period as set forth above, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant; (ii) the first installment of Monthly Rent due under this Lease; and (iii) copies of Tenant's insurance certificates as required hereunder.

(d) Upon the expiration or earlier termination of the Term, Tenant shall: (i) surrender possession of the Premises to Landlord "broom clean" and in good condition, ordinary wear and tear excepted; (ii) deliver to Landlord all keys for the Premises; and (iii) otherwise comply with all of Tenant's obligations regarding the condition of the Premises at such time under the provisions of this Lease.

4. **Tenant's Use of the Premises.** Tenant shall use and occupy the Premises solely as a student residential housing complex and facility, police substation and related university uses. Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, and such approval shall not be unreasonably withheld. Tenant shall not use or suffer or

permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to or in violation of any applicable law. In addition, Tenant shall require all of Tenant's student residents, employees, and invitees to comply with the rules and regulations attached hereto as **Exhibit C** as such may be modified from time to time by the mutual agreement of the Parties.

5. **Rent and Other Sums to be Paid by Tenant.** Tenant covenants and agrees to pay as rental for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the following sums:

(a) **Monthly Rent for Full-Service Lease.** Commencing on the Effective Date, and for the duration of the Term, Tenant agrees to pay Landlord nine (9) monthly payments in the monthly rental amount of \$2,408,340.00 ("**Monthly Rent**"). The Monthly Rent shall be paid on or before the fifteenth day of each calendar month beginning August 15, 2019, subject to adjustment as set forth below. The Parties acknowledge that Tenant's use of the Premises is not for transient lodging or temporary residence for transient guests and has been deemed exempt from transient lodging taxes and tourism surcharges pursuant to an exemption letter issued by the RSCVA dated July 26, 2019 and attached to this Lease as **Exhibit D**. To the extent the exemption is revoked or otherwise deemed not applicable, Tenant shall pay any transient lodging taxes and/or tourism surcharges imposed as additional rent to Landlord.

(b) **Additional Rent Based Upon Late Payment.** If Tenant defaults, for more than fifteen (15) days in the payment of any monthly installment of Base Rent, or any other sum Tenant is required to pay to Landlord under the Lease, or if Tenant, within fifteen (15) days after demand in writing from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord and payable by Tenant pursuant to the Lease, then Tenant shall pay Landlord, as additional rent, a late charge of five (5%) percent of the unpaid rent or expense.

(c) **Landlord's Failure to Collect Rent.** Landlord's failure at any time or times to calculate, collect or otherwise enforce its right to require Tenant to pay all or any portion of the Rent due under this Lease shall not constitute a waiver of Landlord's right, upon not less than thirty (30) days' prior written notice, to calculate, collect or otherwise enforce its right to require Tenant to pay all or any portion of such Rent due. In addition, in the event Landlord expressly waived in writing any of Tenant's obligations to pay Rent due or any portion thereof during some fixed or indefinite term, such prior waiver shall not constitute a permanent waiver of Landlord's rights, or otherwise prevent Landlord upon not less than thirty (30) days' prior written notice, to calculate, collect or otherwise enforce its right to require Tenant to pay all or any portion of such Rent due.

(d) **Place of Payment of Rent.** The Monthly Rent, additional rent and other sums Tenant is required to pay to Landlord under this Lease (collectively, "**Rent**") shall be paid by Tenant to Landlord payable to CCR NEWCO LLC at the address below or to such other place as Landlord may notify Tenant in writing.

ATTN: Kaitlyn Ovard
CCR Newco LLC
Vice President, Finance
407 N. Virginia St.
Reno, Nevada 89501

6. **Alterations and Improvements.**

(a) Subject to Section 1(b), Tenant acknowledges that, except as otherwise expressly set forth in this Lease, including Section 3(b), Tenant shall accept the Premises in its then as-is condition on delivery

by Landlord, and unless Tenant has otherwise notified Landlord in writing within Ten (10) business days from Tenant's occupancy, the acceptance of possession of the Premises by Tenant shall establish that the Premises and the Building were at such time complete and in good, sanitary and satisfactory condition and repair with all work required to be performed by Landlord, if any, pursuant to the Paragraph 3(b) completed and without any obligation on Landlord's part to make any further alterations, upgrades or improvements thereto, subject only to completion of punch-list items identified by the Parties to be corrected by Landlord, if any, as provided in Section 3(b).

(b) Tenant agrees that, with the exception of removable decorative or personal items placed in accordance with the regulations of the University and University Residential Life and the rules of the Building attached as **Exhibit C**, Tenant shall not make any physical or structural improvements or alterations to the Premises, or paint, erect partitions, install or change any doors or windows ("Tenant's Work"), without the prior written consent of the Landlord, which shall not be unreasonably withheld.

(c) Landlord reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as Landlord shall deem desirable. Landlord shall provide not less than 48 hours' advance written notice to Tenant when Landlord expects to make these improvements. Except where such improvements, alterations, changes, and repairs unreasonably disrupt Tenant's use and peaceful enjoyment of the Premises, Tenant shall make no claim against Landlord for abatement of Rent for interference with Tenant's leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes, and repairs.

(d) The Parties agree that all erections, additions, fixtures, and improvements provided by Landlord, including the washers and dryers, but excepting decorative personal items, movable furniture, and any other additions, fixtures, or improvements provided by Tenant, made in or upon the Premises shall be Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise, without compensation to Tenant, unless Landlord, at its sole discretion, requires such to be removed by Tenant upon termination of this Lease and Tenant shall remove such erections, additions, fixtures, and improvements at Tenant's sole expense. If not removed by Tenant within ten (10) business days' from written notice by Landlord, Landlord can, at its sole discretion, remove and dispose of such improvements and charge Tenant for such removal and disposal, due immediately by Tenant to Landlord.

(e) Tenant's erection, construction, installation, or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state, federal, and municipal laws, regulations, and codes.

(f) Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, services received, or obligations incurred by Tenant. Tenant understands and agrees that any and all improvements, alterations, works of improvement, and other construction activities of Tenant must comply with Nevada's construction lien laws (including, but not limited to, NRS 108.2403).

7. Utilities & Services.

7.1 Obligations of Landlord.

(a) **Utilities.** Landlord shall reasonably supply and pay for all utilities to include, but not limited to, heating, electricity, sewer and water to the Premises for general residential space use seven days a week, 24 hours a day.

(b) **Key card access system.** Landlord shall provide separate, non-gaming entrances and exits to the Building. On or before September 15, 2019, Landlord shall provide a key card access system which

provides i) secured access to the 1st Floor of the Building from the street level and Garage; and ii) secured access to elevators which access the residential floors; and (iii) restricts Tenant and Tenant's occupants' access to the Excluded Space; (iv) restricts Landlord's employees working in the Excluded Space from access to the remainder of the Building; and (v) restricts Landlord's invitees' and guests' access to the Building. Landlord will provide equipment to Tenant to enable Tenant to program keys/MAG readers for Tenant access by Tenant and its invitees.

(c) **Security.** Landlord agrees to provide security for the Garage and the areas surrounding and adjacent to the Premises consistent with current security operations. Landlord agrees to jointly provide security with Tenant for the walkway connected to the Premises and in the Mezzanine area on the Second Floor. Landlord will also provide camera monitoring of all Common Areas. Landlord shall not restrict or impede access to the Premises by the University of Nevada, Reno Police Services or any other security personnel hired or retained by Tenant to provide additional security on the Premises, Garage, and/or areas surrounding and adjacent to the Premises that are determined in the sole discretion of Tenant to be necessary to ensure and protect the health, welfare, and safety of students residing in the Premises or any visitors. Landlord agrees to cooperate with Tenant in providing crime statistics and security information with respect to the Premises to facilitate Tenant's compliance with the Clery Act pursuant to 20 U.S.C. § 1092 and Landlord agrees to cooperate in any investigation conducted by Tenant related to the health, welfare, and safety of any student or employee of Tenant that occurs on the Premises, including, but not limited to, the conducting of investigations, gathering of evidence, and obtaining witness statements for any matter that would fall under the jurisdiction of the University of Nevada, Reno Police Services. The University of Nevada, Reno Police Services shall coordinate as needed with the City of Reno Police Department pursuant to the Memorandum of Understanding then in effect.

(d) **Parking.** Landlord shall provide 1,557 spaces of unreserved free parking in the Sky Tower Garage to University students and employees as outlined on Exhibit "A". Though Tenant will have rights to all parking in the Sky Tower Garage, Tenant understand and agrees that Landlord has storage on the lowest level and will require access to and sole use of the storage areas. Tenant will cooperate with Landlord in providing parking passes or other means of identifying authorized users of the parking spaces provided hereunder.

(e) **Laundry Facilities.** Landlord agrees to provide and install a laundry facility on the Third Floor of the Building containing at least 65 washers and 65 dryers. A minimum of 12 washers and 12 dryers will be provided on or before August 17, 2019. The balance will be provided upon completion of power, plumbing and venting buildout of the Laundry Facilities space, and Landlord will use best efforts to complete such installation before September 1, 2019. Landlord will keep Tenant apprised of progress in Laundry Facilities construction, including any delays that may arise in completion.

(f) **Microwave Areas.** Landlord agrees to provide and install microwaves in each of the lounge areas on each floor (at least four (4) microwaves per floor), subject to power restrictions within the Building.

(g) **Lounge Areas and Multi-Purpose Room.** Landlord agrees to provide separate lounge areas for students on each of floor 5-28 for both study and for social gatherings. Landlord also agrees to remove existing furniture from the Chapel area and provide tables and chairs for Tenant's use of the Chapel as a multi-purpose room. Landlord shall provide mutually-acceptable furniture for the lounges and the multi-purpose room, and Tenant and Landlord shall cooperate in good faith and agree on the type of furnishing to be provided. To the extent Landlord's existing furniture is insufficient to furnish all lounges and the multi-purpose room, Tenant shall be responsible for providing any additional furniture. The study lounges shall be located in room #44 and social lounges in room #82 on each of floor 5-28.

(h) **Rooms.** Landlord shall consolidate existing desk furniture to provide two desks per residential room. To the extent Landlord's existing desk furniture is insufficient to furnish all rooms, Tenant shall be responsible for providing any additional desks.

(i) **Offices.** Landlord agrees to provide at least seven (7) furnished offices/workstations for the Resident Directors, Resident Assistants and staff on the Third Floor of the Building. Tenant and Landlord shall cooperate in good faith and agree on the type of furnishing to be provided by Landlord.

(j) **Internet and Information Technology.** Landlord shall provide wi-fi or internet connectivity throughout the Premises, including the student dorm rooms. Landlord shall provide 2GB of internet data to the Building, purchase additional licenses to accommodate the number of students residing in the Building, and remove any device and whitelisting restrictions on internet usage in the Building. Tenant acknowledges that Landlord may not be able to provide the full 2GB of data on or before August 17, 2019, but Landlord agrees that it will provide such service on or before November 15, 2019 (the "**Full Internet Service Date**"). Until the Full Internet Service Date, Tenant agrees that Landlord may restrict Tenant's invitees (including students) to two devices per person. Landlord shall be solely responsible for the payment of any and all internet connectivity or related services provided to Premises directly from any third-party supplier, including without limitation capital costs to upgrade Landlord's systems and any monthly service costs to internet service providers. Any proposed modifications or alterations to the Premises necessary to accommodate additional internet connectivity must be first submitted to Landlord, approval of said modifications or alterations shall not be unreasonably withheld by the Landlord.

(k) **Voice Services.** Landlord shall be solely responsible for the installation and payment for any and all voice lines and services, including fax lines and services, provided throughout the Premises directly from any third-party supplier. Tenant and Landlord agree that no phones or voice services shall be provided in the residential rooms or lounges. Landlord shall provide voice lines and services for the Offices identified in Section 7.1(i), and the Police Substation identified in Section 7.2(i).

(l) **Trash.** Landlord shall provide trash receptacles for the rooms, conference rooms, reception areas, hallways and Garage and also shall provide access to trash dumpsters located on the Premises. Tenant shall or shall require the residents of the rooms to empty trash from rooms and lounge areas in designated trash receptacles in each hallway. Landlord shall be responsible for emptying trash receptacles in hallways, Common Areas, Garage, 3rd Floor Offices and Laundry Rooms, and 1st floor lobby and 2nd floor mezzanine areas, on a daily basis. Landlord may at its cost and election provide supplemental trash removal from the 1st floor, 2nd floor, 3rd floor and hallways on the 5th through 28th floors from time to time; provided Landlord shall coordinate the time of access to hallways on floors 5 through 28 with Tenant's front desk staff in advance.

(m) **Employee Access.** Landlord shall work with Tenant to ensure appropriate protocols exist to enable Tenant's security to identify and provide access to employees and vendors of Landlord who are authorized to access the Building to perform Landlord's obligations under this Lease, including without limitation housekeeping, maintenance, facilities and janitorial staff, users of the Excluded Space, and vendors and contractors performing the Landlord's Work. Landlord shall ensure that its employees working on the Premises and in the Excluded Space undergo criminal background checks prior to being employed by Landlord, and that any employee with a known criminal history of a felony crime of violence, sex offense, child abuse, or stalking shall be precluded from performing work on the Premises and in the Excluded Space. Landlord's employees working in the Building must wear an employee picture identification at all times and Landlord shall require all employees working in the Building to sign in and out with Tenant's security personnel each time they enter and exit the Building. Landlord shall ensure that its third-party vendors performing services on the Premises after August 17, 2019 will cooperate with Tenant so that a member of Tenant's staff may be present while such services are being performed.

(n) **Janitorial Services and Toilet Paper.** Landlord shall at its cost provide regular housekeeping services in lounge areas, laundry facilities, office spaces, Common Areas, 1st floor lobby and 2nd floor mezzanine areas, and hallways. Landlord shall, at its cost, provide supplemental housekeeping services on a once-per-month basis in the rooms, provided Landlord coordinates the time of any housekeeping in rooms and access to such rooms by providing Tenant's front desk staff with at not less than 48 hours' advance notice. Landlord shall supply toilet paper for the Premises, and work with Tenant to maintain a sufficient supply of toilet paper at the front desk for distribution by Tenant to Tenant's invitees.

7.2 Obligations of Tenant.

(a) **Management of Building.** Tenant shall be responsible for management of the Building, including the reception area, laundry rooms, lounges, conference rooms, mail room and the General Store.

(b) **Key cards.** Tenant shall be responsible for key card distribution and replacements.

(c) **Security.** Tenant shall be responsible for providing security for the Premises (excluding the Garage and areas surrounding and adjacent to the Premises) and controlling access to the Building by third parties. Tenant shall be solely responsible for providing security for Tenant's employees, invitees (including student residents) and guests within the Building and shall provide security within the Building at a level and in a manner at least equivalent to security provided by Tenant for its students residing on the University campus. Tenant agrees to jointly provide security with Landlord for the walkway connecting the Premises to the North Tower and the 2nd Floor mezzanine area in accordance with the provisions set forth in Section 7.1(c) above.

(d) **Janitorial.** Tenant or Tenant's student residents shall be responsible for any daily housekeeping required in the rooms. Except as otherwise set forth in Section 7.1(n). Landlord is not responsible for providing any additional janitorial services to the Premises or providing bedding or linens to the Premises.

(e) **Trash.** Tenant shall or shall require the residents of the rooms to empty trash from rooms and lounge areas in designated trash receptacles in each hallway or the Landlord's trash dumpsters in the Garage.

(f) **Shuttle service.** Tenant shall provide any shuttle services for its students to and from the University.

(g) **Microwaves.** Tenant shall not allow microwaves to be placed or used in the dorm rooms.

(h) **Student Safety and Discipline.** Tenant shall be responsible for providing students with information on safety preparedness and for the rules and regulations of the University and University Residential Life. Tenant shall be responsible for the discipline of students for violating the rules and regulations of the University and University Residential Life and the rules of the Building attached as Exhibit C.

(i) **Police Substation and Bicycle Storage.** Tenant may utilize a portion of the Building for a Police Services substation. Tenant shall provide a bicycle storage facility for its student residents within the 2nd floor of the Building.

8. **Maintenance and Repairs.**

(a) **Landlord's Maintenance Obligations.** Landlord shall keep or cause the Common Areas to be kept in a neat, clean and orderly condition, properly lighted and landscaped and shall repair any damage to the facilities thereof at Landlord's expense. Landlord shall keep in good order all aspects of the Building operations and, but not limited to, condition and repair the foundations, exterior walls (excluding the interior surface of all walls and the exterior or interior of any windows, doors, plate glass and display windows), roof (excluding interior ceiling), the surrounding area of the Premises and the shuttle loading and unloading area, all electrical equipment installed by Landlord; all heating and air conditioning equipment and all plumbing, electric and sprinkler systems, if any, of the Premises, except for any damage thereto caused by any act, negligence or omission of Tenant, and except for any Tenant-installed structural alterations or improvements required by any governmental agency by reason of Tenant's use and occupancy of the Premises. Landlord shall maintain, at its sole cost and expense, the Garage area, the walkways outside of the Premises, and the shuttle loading and unloading area, and shall provide snow and ice removal during inclement weather.

(b) **Tenant's Maintenance Obligations.** Subject to terms of this Lease, Tenant shall, during the term of this Lease, keep the Premises, including all improvements constructed by Tenant therein, in good order, condition and repair, including the surface of interior walls, all windows, doors, door frames, and door closures; all plate glass; all carpeting and other floor covering; all electrical equipment installed by Tenant; and shall as necessary, or when required by governmental regulations make modifications or replacements thereof, normal wear and tear accepted. Landlord shall have no obligation to repair or maintain improvements constructed by Tenant therein except as expressly provided in this Lease.

9. **Insurance.**

9.1 **Tenant Insurance.** Tenant is self-insured for general liability in accordance with the provisions of Nevada Revised Statutes Chapter 41. At all times during the Term, Tenant shall, at Tenant's expense, maintain a policy of excess Commercial General Liability insurance insuring Landlord and Tenant against liability arising out of the use and occupancy of the Premises. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than Ten Million Dollars (\$10,000,000.00) with respect to injuries to or death of persons per occurrence, and in an amount not less than Ten Million Dollars (\$10,000,000.00) with respect to injuries to or death of any one (1) person, and with property damage limits of not less than Ten Million Dollars per occurrence, with an aggregate coverage of not less than Ten Million Dollars (\$10,000,000.00). During the term of this Lease, Tenant shall name Landlord as an additional insured under the excess policy required to be provided under this Lease. Tenant's policy shall be written as primary and not contributing with and not in excess of coverage which Landlord may carry in relation to the use and occupancy of the Premises. Tenant shall release Landlord from liability, loss or damage related to Tenant's use and occupancy of the Premises and covered by insurance required to be carried under this Lease (whether or not self-insured) to the extent of the amount of insurance proceeds Tenant receives or would have received if it had maintained all insurance required hereunder. All policies of insurance required to be carried under this Lease shall include a clause or endorsement denying to the insurer rights by way of subrogation against Landlord to the extent rights have been waived by the insured before the occurrence of injury or loss. To the extent Tenant is self-insured, Tenant may satisfy the foregoing insurance obligations through such self-insurance, and Tenant agrees that all the foregoing insurance requirements apply to and will be covered by Tenant's self-insurance programs and that Tenant has sufficient assets to cover any insured losses if they occur. In addition to the foregoing, Tenant shall maintain workers' compensation insurance as required under Nevada law and include the Premises as a covered location for Tenant's employees.

9.2 **Landlord Insurance.** Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering (a) the Premises providing protection against any peril generally

included within the classification Special Form, including earthquake and flood coverage and insuring against such other risks as Landlord may designate; (b) commercial general liability insurance in an amount of not less than Ten Million Dollars (\$10,000,000.00) in any one occurrence and Fifteen Million Dollars (\$15,000,000.00) in the aggregate; and (c) workers' compensation insurance as required by NRS 616B.627 and (d) in Landlord's discretion, the rents payable hereunder. Tenant shall be added as additional insured to Landlord's commercial general liability insurance policies including any excess liability coverage at the limits required. Landlord's liability and workers compensation policies shall include a waiver of subrogation in favor of Tenant. Landlord's insurance policies shall be in excess of and non-contributing with Tenant's insurance, and shall apply only after exhaustion of all insurance to be carried by Tenant as described in Section 9.1.

10. **Compliance with Laws.**

(a) **General Compliance with Laws.** Tenant shall, at Tenant's own expense, comply with all applicable federal, State of Nevada, county and municipal statutes, ordinances, codes, rules, regulations and requirements (the "**Laws**"), which are applicable only by reason of Tenant's use of and operations at the Premises, provided that compliance with such Laws shall not obligate Tenant to undertake or make any structural changes or improvements to the Premises. In all other respects, Landlord shall, at Landlord's own expense, promptly comply with all Laws applicable to the Premises, regardless of whether compliance necessitates structural or other changes or improvements. Notwithstanding the foregoing, in the event that any Laws or Governmental Authority require the Landlord to make structural or other changes or improvements valued in excess of twenty-percent (20%) of the then fair-market value of the Premises, then Landlord shall have the right to terminate this Lease upon sixty (60) days' written notice. Tenant shall have the right to contest, by appropriate legal proceedings, in the name of Tenant or Landlord, the validity or applicability of any Law, and Landlord shall, at no cost to Tenant, cooperate with Tenant in connection with such contest, including, without limitation, signing such affidavits and certifications as may be requested by Tenant (provided that the information therein is accurate) and giving testimony at depositions, hearings or trials with respect to such contest. Prior to the commencement of this Lease, Landlord shall, at Landlord's own expense, obtain and deliver to Tenant a certificate of occupancy for the Premises or other such use permit as may be required for Tenant's use and occupancy of the Premises. Landlord shall allow service animals and support animals in the Premises and Garage.

(b) **Environmental Law.**

(i) **Transaction Triggered Environmental Law.** Tenant shall, at Tenant's own expense, comply with any transaction-triggered environmental law, the regulations promulgated thereunder and any amending and successor legislation and regulations, now or hereafter existing in the State of Nevada (the "**Cleanup Law**"), to the extent, and only to the extent, that the applicability of the Cleanup Law shall be triggered by an action of Tenant or its guests and invitees. In all other respects, Landlord shall, at Landlord's own expense, comply with the Cleanup Law. The Party responsible for compliance shall, at such Party's expense, make all submissions to, provide all information to and comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law. Notwithstanding anything to the contrary, in no event shall Tenant have any obligation to undertake any environmental investigation or remediation of any Contaminants (defined below), unless such Contaminants were Discharged (defined below) by Tenant.

(ii) **Information to Tenant.** At no expense to Tenant, Landlord shall promptly provide all information requested by Tenant or any Governmental Authority (defined below) with respect to Tenant fulfilling Tenant's obligations under this Section 10, and shall promptly sign such affidavits, submissions, and other documents requested by Tenant or any Governmental Authority, including, without limitation, a declaration of environmental restrictions or other institutional control notice as may be necessary in

connection with Tenant's compliance with Tenant's obligations under this Section 9 provided that the information therein is accurate.

(iii) **Burden of Proof.** In the event of a dispute between Landlord and Tenant with respect to liability for a Discharge of Contaminants, Landlord shall have the burden to prove that the Contaminants were not Discharged by Landlord, and, failing to carry such burden, Landlord shall be responsible, at Landlord's own expense, to assess, investigate, sample and remediate such Contaminants, pay all filing fees, post any security required for such environmental compliance and take all other action required with respect to such Contaminants and environmental compliance.

(iv) **Notice of Meetings.** Tenant shall be notified of all meetings by Landlord or Landlord's representatives, with any Governmental Authority regarding the Premises' environmental compliance, and shall have the right to attend and participate in all such meetings.

(v) **Environmental Documents.** Landlord shall deliver to Tenant all "Environmental Documents" that pertain to environmental compliance or the recovery or attempted recovery from an insurance carrier, or both, and to the extent applicable, shall submit such Environmental Documents to Tenant prior to submission to any Governmental Authority, for Tenant's review and comment.

(vi) **Interpretation and Definitions.**

(A) **Interpretation.** The obligations imposed upon Landlord and Tenant under this subparagraph (b) are in addition to, and are not intended to limit, but to expand upon, the obligations imposed upon Landlord and Tenant under subparagraph (a).

(B) **Contaminants.** The term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*; the Water Pollution and Control Act, 33 U.S.C. §1251 *et seq.*; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other federal, State of Nevada, county or municipal environmental statute, ordinance, code, rule, regulation, order, directive or requirement, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(C) **Discharge.** The term "Discharge" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Premises, regardless of whether the result of an intentional or unintentional action or omission.

(D) **Governmental Authority/Governmental Authorities.** The term "Governmental Authority" or "Governmental Authorities" shall mean the federal, State of Nevada, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom, or created pursuant to any Laws.

11. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, windstorm or any other casualty, (each

such occurrence, a “**Casualty**”), at any time during the Term of this Lease, whether covered by any insurance policy applicable to the Premises, or not, Tenant shall give prompt notice thereof to Landlord.

(b) **Tenant’s Election.** Tenant shall have the right, exercisable by giving written notice to Landlord within fifteen (15) business days after receiving notice of such Casualty, either (i) to terminate this Lease, in which case neither Party shall have further rights or obligations hereunder other than as set forth in Sections 9 and 16, or (ii) proceed with restoring the Premises as provided for in this Section. In the event Tenant elects to terminate the Lease, nothing in such termination shall impair any claims Landlord may have to insurance proceeds or rights or remedies Landlord may have under Section 9 and 16 of this Lease.

(c) **Restoration by Tenant.** In the event Tenant elects to restore the Premises, Tenant shall proceed in good faith and with due diligence to restore, replace, rebuild and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction. Except where the damage to the improvements was caused or contributed to by Tenant, Tenant shall be entitled to an abatement of the Monthly Rent for the cost to restore, replace, rebuild and repair the improvements damaged or destroyed by such Casualty. Except and to the extent such Casualty is caused or contributed to by a defect or deficiency warranted by Landlord under this Lease, Landlord shall not be required to rebuild any improvements on the Premises or make any repairs or replacements of any nature or description to the demised premises or any structure or improvement thereon, whether ordinary or extraordinary, or to make any expenditure whatsoever, except as provided herein. In the event the insurance proceeds are insufficient to repair, replace, restore or rebuild such improvements on the Premises, Tenant shall be permitted to modify or otherwise alter the scope of the restoration work to lower the costs of the same to an amount equal to such proceeds. In the event the insurance proceeds plus all interest are greater than needed, the excess shall be the property of Tenant and shall be retained and/or paid to Tenant. In the event Tenant proceeds with restoration of the Premises, Tenant shall have the sole right to adjust any losses or claims with any insurance carrier.

12. **Assignment and Subletting.** Tenant shall have the right to freely assign this Lease or further sublet and sublicense all or any part of the Premises (i) to students and employees of Tenant for residential housing purposes as set forth in Paragraph 4 above; (ii) to any public institution or entity affiliated with the Nevada System of Higher Education, and/or (iii) subject to Landlord’s prior approval, which shall not be unreasonably withheld, conditioned or delayed, to any third-party(ies) not part of the Nevada System of Higher Education. Notwithstanding any assignment, subletting, or sublicensing, Tenant shall remain liable to Landlord under the terms of this Lease.

13. **Landlord’s Right to Inspect and Repair.** With not less than 48 hours’ advance written notice (except in the event of an emergency) and in accordance with applicable regulations of the University and University Residential Life, Landlord or Landlord’s agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Term at reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary under the terms of this Lease. Nothing in the foregoing shall restrict Landlord’s right to access the Building upon reasonable notice to Tenant to respond to requests for maintenance or repairs or in connection with ordinary course performance of Landlord’s obligations under this Lease, provided Landlord’s employees and vendors comply with the access provisions in Section 7.1(m).

14. **Signs.**

(a) **Advertising, Branding and Logos.** Tenant is permitted to display appropriate signage, logos, and branding in and on the Premises, the size and placement of such subject to Landlord’s prior consent not to be unreasonably withheld, to indicate the presence of Tenant and to refer to the Sky Tower as

“Wolf Pack Tower.” Tenant shall not be allowed to install any exterior lighting or plumbing fixtures or make any exterior decoration or painting, or build any fences, or install any radio or television antenna, loud speakers, sound amplifiers or similar devices on the roof, ceiling or exterior walls of the Premises, without Landlord's prior written consent. Landlord agrees to assist Tenant with the rebranding of the Premises for University purposes, which shall include blue LED lighting on the exterior of the Premises. Upon termination of the Lease, Tenant shall remove all signage, logos and branding installed by Tenant.

(b) **Criteria.** All exterior signs of Tenant at the Premises shall conform with all municipal ordinances or other Laws applicable to such signs.

15. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by a Party, such Party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of the Party (any of the foregoing being referred to as an “**Unavoidable Delay**”). Landlord and Tenant shall use reasonable efforts to notify the other Party not later than ten (10) business days after such Party knows of the occurrence of an Unavoidable Delay; provided, however, that such Party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such Party under this Lease. In no event shall any Party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. **Indemnification and Waiver of Liability.**

(a) **Indemnification by Landlord.** Landlord shall indemnify, defend and hold harmless Tenant and its successors and assigns and its and their respective affiliates, officers, directors, shareholders, agents, attorneys and employees from and against any and all losses, claims or other damages (including reasonable attorneys' fees and expenses) (i) to the extent arising from or relating to any acts or omissions of Landlord's officers, employees, guests, invitees or agents occurring on the Premises; (ii) arising from its performance of the Landlord's Work; and (iv) any breach by Landlord of any representation or warranty under this Lease.

(b) **Indemnification by Tenant.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039 inclusive, Tenant shall indemnify, defend and hold harmless Landlord and its successors and assigns and its and their respective affiliates, officers, directors, shareholders, agents, attorneys and employees: (i) from and against any and all losses, claims or other damages (including reasonable attorneys' fees and expenses) arising from or relating to any negligent acts or omissions of Tenant's officers, employees, invitees (including student residents) or agents occurring on the Premises after the Lease Effective Date, including without limitation property damage to the Premises; (ii) from and against any and all losses, claims or other damages (including reasonable attorneys' fees and expenses) arising from Tenant's performance of the Tenant's Work; and (iii) from and against any and all losses, claims or other damages (including reasonable attorneys' fees and expenses) arising from any breach by Tenant of any obligation, representation or warranty under this Lease. Tenant will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. Tenant's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

17. **Subordination; Attornment.**

(a) **Subordination.** Subject to Tenant receiving an SNDA (defined below), this Lease shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both,

or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments (“**Mortgage**”). Tenant shall, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) shall be self-operative and no further instrument of subordination shall be required to make the interest of any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a “**Mortgage**”) superior to the interest of Tenant hereunder; provided, however, Tenant shall execute and deliver promptly any certificate or instrument, in recordable form, that Landlord or Mortgagee may reasonably request in confirmation of such subordination.

(b) **Rights of Mortgagee.** Any Mortgagee may elect that this Lease shall have priority over the Mortgage that it holds and, upon notification to Tenant by such Mortgagee, this Lease shall be deemed to have priority over such Mortgage, whether this Lease is dated prior to or subsequent to the date of such Mortgage. If, in connection with the financing of the Premises, any Mortgagee shall request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant’s other obligations, materially reduce Landlord’s obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant shall make such modifications.

(c) **Attornment.** If at any time prior to the expiration of the Term of this Lease, any Mortgagee comes into possession of the Premises by receiver or otherwise, Tenant shall, at the election and upon the demand of any owner of the Premises, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the Term. In addition, in no event shall any such owner or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of Rent for more than one (1) month in advance, (ii) any security deposit or the like not actually received by such successor, (iii) any amendment or modification in this Lease made without the consent of the applicable Mortgagee, (iv) any construction obligation, free rent, or other concession or monetary allowance not contained in this Lease, (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Section 17 shall inure to the benefit of any such successor-in-interest to Landlord, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this Section, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **SNDA.** Notwithstanding anything to the contrary contained in this Section, as a condition to the effectiveness of this Lease, Landlord shall obtain, for the benefit of Tenant, a Subordination, Non-Disturbance and Attornment Agreement (“**SNDA**”) from each and every Mortgagee existing as of the Effective Date and for any future Mortgagee existing subsequent to the Effective Date, such SNDA to be in form and content reasonably acceptable to Tenant and the applicable Mortgagee. Landlord represents and warrants to Tenant that, as of the Effective Date, it is the fee simple owner of the Premises, and that, as of the date hereof, there are no Mortgages with respect to the Premises other than in connection with Mortgagees providing such SNDAs to Tenant. In addition, the items set forth in subparagraph (c)(i) through (vi) of this Section shall be subject to reasonable negotiation by Tenant and the applicable Mortgagee as part of the applicable SNDA.

(f) **Tenant's SNDA Review.** If Tenant does not complete the required the SNDAs delivered to Tenant from Landlord's existing Mortgagees under the delivery requirements within this agreement, within ten (10) business days, then Tenant shall be delivered a 48 business hour written notice by Landlord to comply and comment on the SNDA draft sent to Landlord. If no comments are received by Tenant, such SNDA shall be deemed to be accurate as long as the information within the SNDA does not directly conflict with terms of this agreement.

18. **Condemnation.**

(a) **Total Taking.** If a portion of the Premises is taken so that ingress to and egress from the Premises is materially reduced, or the whole or any substantial portion of the Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Premises shall occur.

(b) **Partial Taking.** If less than a substantial part of the Premises is taken, or a portion of the Premises is taken so that ingress to and egress from the Premises is materially reduced, for any public or quasi- public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Tenant may elect to either: (i) terminate this Lease, in which case neither Party shall have further rights or obligations hereunder, or (ii) if Tenant determines in its reasonable opinion the Premises are still suitable for Tenant's business purposes, the Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the Term shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

(c) **Right to Proceeds.** In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceeding, and, in addition, Landlord shall be entitled to the unamortized value of any fixtures and leasehold improvements not capable of removal.

19. **Default and Remedies.**

(a) **Tenant Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, a "Tenant Event of Default" shall have occurred under this Lease:

(i) **Non-Payment.** If Tenant shall fail to pay any installment of Rent due from Tenant to Landlord under this Lease within thirty (30) days after delivery of written notice from Landlord to Tenant that the same is past due and payable; or

(ii) **Non-Performance.** If Tenant fails to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance continues for thirty (30) days after written notice by Landlord Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, if Tenant has not, in good faith, commenced within said thirty (30) day period efforts to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion.

(b) **Landlord Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, a "Landlord Event of Default" shall have occurred under this Lease:

(i) **Non-Performance.** If Landlord fails to comply with any of the terms, covenants, conditions or obligations of this Lease and such failure in compliance continues for thirty (30) days after written notice by Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, if Landlord has not, in good faith, commenced within said thirty (30) day period efforts to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or

(ii) The filing of a petition proposing the adjudication of Landlord as bankrupt or insolvent, or the reorganization of Landlord, or an arrangement by Landlord with its creditors, whether pursuant to the Federal Bankruptcy Act or any similar federal or state proceeding, unless such petition is filed by a party other than Landlord and is withdrawn or dismissed within sixty (60) days after the date of its filing.

(c) **Right to Terminate Lease and Re-Enter.** If there shall occur a Tenant Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under applicable law, at Landlord's option, on thirty (30) business days' notice to Tenant, declare this Lease terminated at the expiration of such thirty (30) business day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.

(d) **Right to Injunction.** In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord may pursue injunctive relief and/or invoke any of the remedies expressly allowed under the terms of this Lease or Nevada law.

(e) **Tenant's Remedies.** If there shall occur a Landlord Event of Default, then Tenant may, in addition to any other remedy available to Tenant under this Lease or available under applicable law, at Tenant's option, (i) on ten (10) business days' notice to Landlord, declare this Lease terminated at the expiration of such ten (10) business day period, or (ii) pursue one or more of the following remedies: (A) specific performance; and/or (B) injunctive relief.

20. **Tenant's Trade Fixtures and Removal.** Subject to Section 6(d), any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before any early termination of the Lease prior to expiration of the Term hereof. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant within ten (10) business days after any early termination of the Lease prior to expiration of the Term hereof, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), with prior notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale other than offset to Tenant's expense, or for any damage or loss to Tenant's property.

21. **Estoppel Certificate.** Within ten (10) business days of request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which Rent and other sums due from Tenant under this Lease have been paid and; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and if so, the reasons for the default.

22. **Notices.** All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail,

return receipt requested, addressed as follows:

If to Tenant:

Director of Real Estate
1050 Evans Ave.
Reno, NV 89512
775.784.4180

With a copy to:

General Counsel
1664 N. Virginia St. Mail Stop 0550
Reno, NV 89557
775.784.3493

If to Landlord:

CCR Newco LLC
Vice President, Finance
407 N. Virginia Street
Reno, Nevada 89501

With a copy to:

Eldorado Resorts General Counsel
100 W. Liberty Ste. 1150
Reno, Nevada 89501

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

23. **Tenant's Right to Quiet Enjoyment.** The purpose of the Lease is to provide students enrolled at the University of Nevada, Reno a place to live, study, and rest. Upon paying the Rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

24. **Funding Out Clause.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable to the Tenant in any fiscal period for obligations due from the Tenant under this Lease, then this Lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty, charge, or expense to the Tenant of any kind whatsoever. Tenant agrees to provide written notice to Landlord of this eventuality, should it occur.

25. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) **Non-Waiver.** The failure of either Party to enforce performance by the other Party of any provision of this Lease applicable to such other Party, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the Rent from Tenant after any Tenant Event of Default, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of such provisions of this Lease, and they shall continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of the Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both Parties.

(d) **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Nevada without giving effect to its principles of conflicts of law.

(e) **Captions.** The captions of the Sections in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(f) **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(g) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(h) **No Offer.** The submission of the Lease to Tenant shall not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(i) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(j) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each Party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

(k) **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(l) **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

(m) **Time of the Essence.** Time is of the essence of this Lease.

26. **Approval Contingency.** Effectiveness of this Lease is contingent upon approval by the Chair of the Board of Regents of the Nevada System of Higher Education and the Chancellor of the Nevada System of Higher Education, in their sole and absolute discretion.


[REMAINDER OF PAGE INTENTIONALLY BLANK/SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

Tenant:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO

Recommended by,




Marc Johnson
President, University of Nevada, Reno

7-31-19

Date

Approved by,



Jason Geddes
Chair, Board of Regents of the Nevada System of Higher Education

7-31-19

Date



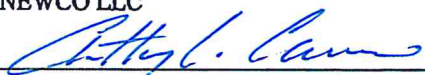
Thom Reilly
Chancellor, Nevada System of Higher Education

7/31/19

Date

Landlord:

CCR NEWCO LLC

By: 

Name: Anthony L. Carano

Title: President & COO

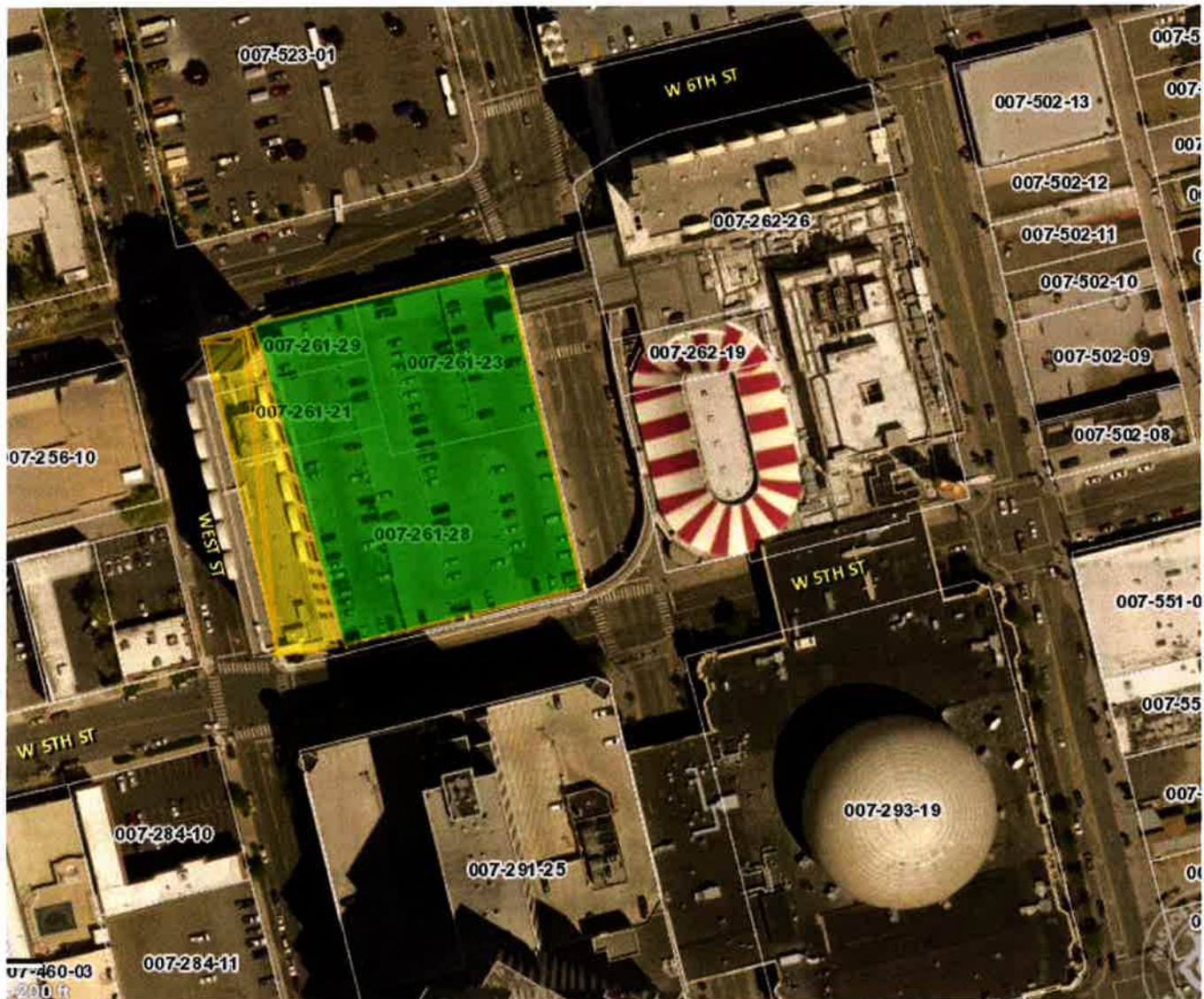
8/1/19

Date

Exhibit A

DESCRIPTION OF PREMISES AND PARKING

1. The Sky Tower located at 516 West Street, consisting of a 27 story hotel tower
2. Sky Tower Parking Garage: 1,557 parking spaces located on 7 floors



-  Circus Circus Sky Tower
-  Circus Circus Sky Tower Parking Garage

Exhibit B
50 Rooms to be delivered on August 1, 2019

557, 571
657, 671
757, 771
857, 871
957, 971
1057, 1071
1157, 1171
1250, 1257, 1271
1457, 1471
1557, 1571
1657, 1571
1757, 1771
1857, 1871
1957, 1971
2057, 2071
2157, 2071
2257, 2271
2350, 2357, 2371
2457, 2471
2557, 2571
2657, 2671
2757, 2771
2857, 2871

Exhibit C
Building Rules and Regulations

Tenant shall comply with and shall require any student, employee, user or Tenant invitee on the Premises to comply with the following rules of the Building:

- No smoking or vaping allowed on the Premises
- Flammable liquids, harmful chemicals, photo chemicals, barbecue grills, charcoal, gasoline, blow torches, explosives, flares, firecrackers, fireworks, open flames, candles, incense, potpourri or any burning ember and any other items that may be determined to be hazardous are prohibited.
- Tampering with any smoke detector or similar safety warning devices, window screens or window blocks is prohibited.
- Space heaters, power tools, air conditioners, personal lamps that have bulbs higher than their rated capacity, or any bulbs 150 watts or greater, halogen lamps without wire or glass guards over the bulb, multi-plug extension cords and multi-plug adapters are prohibited.
- Cooking using a flame or open element, equipment, hot-plates, toasters, electric fry-pans, grilling devices, or anything with an exposed heating element are prohibited within any room.
- No drilling, screwing or nailing any holes, and no thumb tacks, decals, stickers, glow in the dark stars, contact paper, darts, dartboard or other items which may damage doors, walls or furniture are permitted. Nothing may be attached to any door, wall, furniture, the hallways, window sills/ledges, and balconies.
- No painting or drawing on the walls of any room.
- No pets or animals allowed, except emotional support animals.
- Removing Landlord supplied furniture from any room is prohibited.
- No more than one (1) TV and one (1) mini-fridge shall be permitted in each room, which shall be provided by Landlord. No additional TV's or refrigerators shall be permitted.
- Trash must be disposed of in the designated trash receptacles on each floor.
- Bicycles must be stored in designated racks in Garage or in the designated storage room on the 2nd Floor of the Building and shall not be stored in any room, hallway, stairwell, balcony or lobby area.
- All persons must stay out of restricted areas of the Building (including window ledges, roofs, attics, mechanical rooms and other restricted areas) unless expressly authorized by the Landlord.

Exhibit D
Letter dated July 26, 2019 from RSCVA



P.O. Box 837
Reno, NV 89504 USA
t: 775.827.7600
VisitRenoTahoe.com

July 26, 2019

Heidi Gansert
Executive Director, External Relations
Clark Administration, Room 204
University of Nevada, Reno 89447
hgansert@unr.edu

Re: Room Tax Exemption

Dear Ms. Gansert:

You have asked the Reno Sparks Convention and Visitors Authority ("RSCVA") whether the use of all or a portion the Circus Circus Sky Tower to house University of Nevada students pending repair of recently damaged dormitories would be subject to the payment of the transient lodging tax or associated surcharge. Along those lines you have indicated that the University will contract directly with the Circus Circus to lease all or a portion of the Sky Tower, all students will pay the University directly for the use of such housing, and the University in turn will pay the Circus Circus its contracted rate. It is also our understanding that the portions of the Sky Tower dedicated for use by the University will remain under the control of the University and will not be used for housing anyone other than students, faculty or other University employees.

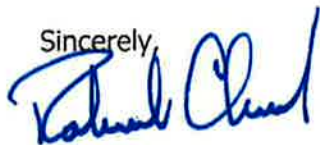
Based on the facts set forth above as they have been relayed to us, this letter will confirm that the University's use of the Circus Circus Sky Tower to house students, faculty and staff is exempt from payment of the transient lodging tax and associated surcharge. Our determination is based on the facts set forth above and Section 1.33 of the current RSCVA Transient Lodging Tax and Surcharge Regulations. Section 1.33 of the Regulations provides, in part:

"The term "transient lodging" does not include any of the following:...housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees..."

As the University will have "control" of the portion of the Sky Tower which it leases, and because such portion of the Sky Tower will be used exclusively to house students, faculty and other University employees, such use is not included within the definition of "transient lodging" and thus is not subject to the payment of the transient lodging tax or associated surcharge.

Please note that should the facts upon which we have based our determination be inaccurate or change, the conclusions reached herein are subject to review and possible revision. Please do not hesitate to contact me directly should you have any questions or wish to discuss.

Sincerely,



Robert Chisel
Director of Finance

CC: Phil DeLone, President/CEO

Transportation Contract

Transportation Contract ("Agreement") between AMADOR STAGE LINES, INC. ("ASL") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO ("UNR") effective August 17, 2019.

RECITALS

- A. ASL is engaged in the business of ground transportation, providing passenger service via motor coach, mini/mid-sized coaches, and is authorized to do business in the states of California and Nevada.
- B. ASL has been doing business in the Reno area since 1966, maintaining a full service maintenance and office facility in Reno, 2 ½ miles from the UNR campus.
- C. UNR is a constitutionally established institution of higher education operating since 1874 in the State of Nevada.

AGREEMENT

- 1. **Term / Option to Extend.** Unless terminated sooner as provided for herein, the term of the Agreement shall commence on August 17, 2019 and end on May 13, 2020. UNR shall have the option to extend the Agreement to include services during the 2020-2021 academic year, covering the period August 15, 2020 through May 12, 2021, provided that such option shall be exercised in writing at least thirty (30) days prior to the expiration of the original term.
- 2. **Service Requirements.**
 - a. Except as provided below, ASL shall provide continuous shuttle service between the Circus Circus hotel in Reno, Nevada and to designated stops at or near the UNR campus in conformance with the route map attached hereto as Addendum A.
 - b. The service shall begin at designated times provided by UNR.
 - c. The parties acknowledge and agree that there shall be no service provided during the semester break scheduled from Thursday, December 19, 2019 to Tuesday, January 21, 2020.
 - d. Notwithstanding anything contained in Section 10 to the contrary, the parties acknowledge and agree that UNR may reasonably modify the location and/or number of designated stops identified in Addendum A upon giving ASL no less than five (5) days' advanced written notice of such modification. Upon lapse of the required notification period such modifications shall become part of this Agreement without the necessity of a formal amendment hereto.
 - e. ASL shall employ, train and supervise operators with appropriate qualifications and experience to perform the services hereunder. All operators are employees of ASL and not UNR. ASL shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with UNR. No agent, servant, or employee of ASL shall under any circumstances be deemed an agent, servant, or employee of UNR. Notwithstanding, UNR shall have the right to object to any operator for any reason within the law, and to have them precluded from further assignment under this Agreement. If UNR objects to any assigned operator, ASL shall immediately replace said individual(s), and that replacement shall similarly be subject to UNR's right to object hereunder.
 - f. ASL operators shall be directed to enforce UNR Shuttle Bus Passenger Policies found at <https://www.unr.edu/parking/packtransit/shuttle-bus-passenger-policy> (as may be updated from time-to-time).

- g. ASL operators are to verify the eligibility of passengers boarding the shuttle by requiring the passenger to show a Circus Circus Wolf Pack Tower key card; other passengers displaying Wolf Card identification may be permitted only when capacity to transport them exists. No other riders are permitted to board the shuttle. Notwithstanding the foregoing, ASL operators shall be directed to use their best judgment for determining the eligibility of a passenger to board the shuttle when the passenger is unable to provide the appropriate identification.
3. **Fleet/Permits.** ASL shall maintain a sufficient fleet of motor coaches, certified and/or permitted by the United States Department of Transportation, the California and Nevada Department of Motor Vehicles, the Nevada Highway Patrol, the Nevada Public Service Commission and any other regulatory authority with jurisdiction over ASL's activities. ASL represents and warrants that it has, and shall be solely responsible for maintaining, any and all permits and/or certificates required to perform the services hereunder.
4. **Transportation Fees.** In consideration of the services rendered in accordance with the terms and conditions of this Agreement, UNR shall pay ASL the Fees per 56 passenger coach outlined in Addendum B for Standard Services and Additional Services. Notwithstanding anything contained in Section 10 to the contrary, the parties acknowledge and agree that UNR may increase or decrease the number of coaches upon giving ASL no less than five (5) days' advanced written notice of such increase or decrease. Upon lapse of the required notification period such increase or decrease shall become part of this Agreement without the necessity of a formal amendment hereto.
5. **Payment.** ASL will submit invoices to the Director, Facilities Parking and Transportation Services, University of Nevada, Reno, MS 0254, Reno, NV 89557.

Invoices will be sent every fifteen (15) days with payment due within thirty (30) days of invoice date. UNR shall be entitled to an one percent (1%) discount on each invoice if paid within ten (10) days of invoice date.

6. **Insurance/Indemnity.**
 - a. **Commercial General Liability.** ASL will maintain commercial general liability coverage with an aggregate of not less than two million dollars (\$2,000,000). NSHE shall be named as an additional insured.
 - b. **Vehicle Liability.** ASL will maintain vehicle liability coverage on a combined singled limit of no less than five million dollars (\$5,000,000.00) per occurrence. NSHE shall be named as an additional insured.
 - c. **Workers Compensation.** ASL will provide UNR a verification of status regarding the Workers Compensation policy. The policy will meet Nevada statutory requirements with a limit of not less than one million dollars (\$1,000,000.00).
 - d. **Indemnity.** To the fullest extent allowed by law, ASL shall defend, indemnify and hold harmless UNR and its regents, officers, agents, and employees against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising directly or indirectly from any actual or alleged act, error, or omission in performing services under this Agreement by ASL or any of its directors, officers, agents, employees, subcontractors, or anyone directly or indirectly employed by ASL, or any person or persons under ASL's direction and control.

7. **Termination.** Either party may terminate this Agreement for any or no reason upon giving thirty (30) days' prior written notice to the other party.
8. **Notices.** All notices given in accordance with this Agreement will be effective if hand delivered or sent by overnight courier or by certified mail, return receipt requested to the following addresses:

Amador Stage Lines, Inc.
635 Ferrari-McLeod Blvd.
Reno, NV 89448

University of Nevada Reno
Attn: Michelle Horton
University of Nevada Reno
MS 0254
Reno, NV 89557

9. **Governing Law & Venue.** This Agreement shall be governed and construed according to the laws of the State of Nevada without regards to conflicts of law. The proper exclusive venue for resolution of any dispute related to this Agreement is only in Washoe County, Nevada. Both parties consent to jurisdiction and venue in Washoe County, Nevada.
10. **Entire Agreement/Amendments.** This Agreement contains the entire agreement between the parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter. No amendments, variations, modifications, or changes in the agreement are binding on any party to the Agreement unless set forth in a document duly executed by or on behalf of such parties.
11. **Compliance.** In performance of the Agreement, ASL shall comply with any and all applicable federal, state, and local laws, rules, ordinances and regulations, and all services furnished hereunder shall be furnished in full and complete compliance therewith. Without limiting the foregoing, ASL's services shall comply with any and all state and federal accessibility requirements.
12. **Non-Discrimination.** ASL shall not discriminate or allow discrimination against any rider, employee, applicant for employment because of sex, gender, sexual orientation, gender identity, veteran's status, religion, age, disability, race, color, creed, ethnicity, or national origin.
13. **Assignment.** ASL shall not assign or subcontract this Agreement in whole or in part without the express written consent of UNR, which consent can be withheld for any or no reason.

In witness whereof, the parties have executed this Agreement as of the dates by their respective signatures.

Date: 8/12/19

AMADOR STAGE LINES, INC.

By: W. R. Allen

Print Name: William R. Allen

Its: President

Date: 8-14-19

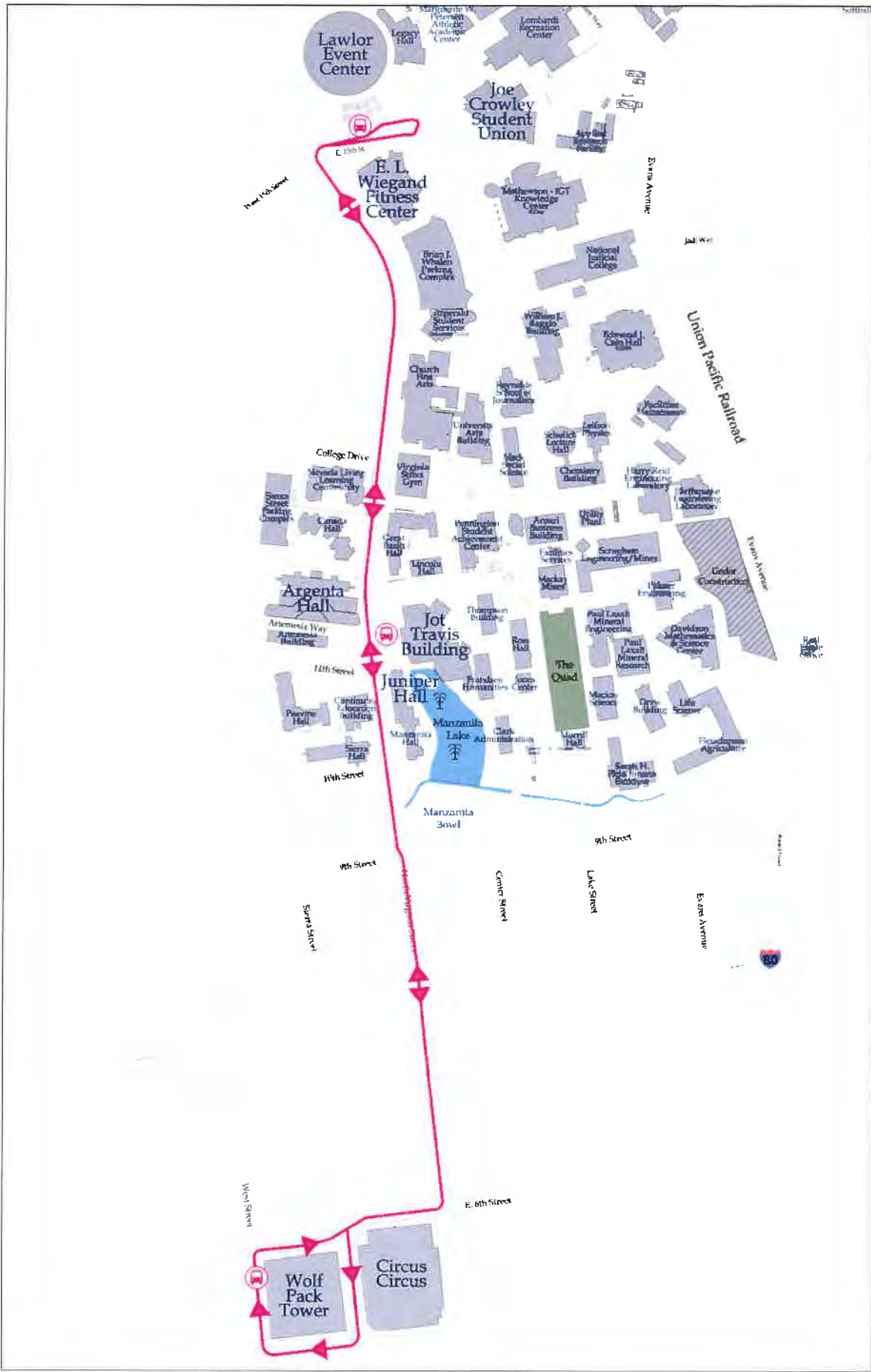
**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF
OF THE UNIVERSITY OF NEVADA, RENO**

By: Marc A. Johnson

Print Name: Marc A. Johnson

Its: President

ADDENDUM A – ROUTE MAP



ADDENDUM B – FEES

Nevada Fit Week: August 17, 2019 – August 23, 2019

Date	Hours	# of Buses	Rate/Bus/Day	Total Per Week
17 August	12:00 – 16:00	3	\$550	\$1,650
	16:00 – 23:00	1	\$962.50	\$962.50
	19:00 – 23:00	2	\$550	\$1,100
18 August	06:30 – 10:30	4	\$550	\$2,200
	10:30 – 23:00	1	\$1,718.75	\$1,718.75
	19:00 – 23:00	2	\$550	\$1,100
19 – 21 August	06:30 – 10:30	3	\$440	\$3,960
	10:30 – 23:00	1	\$1,375	\$4,125
	19:00 – 23:00	2	\$440	\$2,640
22 – 23 August	06:30 – 10:30	3	\$440	\$2,640
	10:30 – 01:00	2	\$1,595	\$6,380

Standard Semester Schedule: August 24, 2019 – May 13, 2020

Standard Service	Hours	# of Buses	Rate/Bus/Day	Total Per Week
Monday – Friday	06:30 – 10:30	3	\$440	\$ 6,600
Monday – Friday	10:30 – 01:00	2	\$1,595	\$15,950
Saturday	10:00 – 17:00	1	\$962.50	\$962.50
Saturday	17:00- 21:00	2	\$550	\$1,100
Saturday	21:00 – 01:00	1	\$550	\$550
Sunday	10:00 – 17:00	1	\$962.50	\$962.50
Sunday	17:00 – 22:00	2	\$687.50	\$1,375

Costs for Additional Service	Rate Per Hour	Notes
Monday through Friday	\$110.00	Four (4) hour minimum
Saturday and Sunday	\$137.50	Four (4) hour minimum



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SHRIVER TRANSPORTATION INSURANCE AGENCY LLC ONE OAK BROOK TERRACE SUITE 209 OAK BROOK TERRACE, IL 60181 PH# 630-833-0480 FX#630-833-0876	CONTACT NAME	VICKI CARVER	
		PHONE (A/C, No, Ext)	630-833-0480	FAX (A/C, No)
		E-MAIL ADDRESS	VICKI@SHRIVERINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	NATIONAL INTERSTATE INSURANCE COMPANY	32620
		INSURER B:	TRIUMPH CASUALTY COMPANY	41106
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 100571 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLR 0110021-00	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAR 0110021-00	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCT 0110021-01	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF NAMED INSURED, BUT ONLY FOR CLAIMS OR SUITS ARISING OUT OF THE SOLE NEGLIGENCE OF NAMED INSURED, ITS AGENTS OR EMPLOYEES.

CERTIFICATE HOLDER

UNIVERSITY OF NEVADA RENO, MS 0254
1664 N. VIRGINIA STREET
RENO, NV 89557

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

IR #	Incident Type	IR Status	Location of Incident	Alleged Violations	Responsible Findings	Sanctions
01039-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	T: Tobacco	T: Tobacco	Written/Verbal Warning, Policy Quiz
01044-001-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, B: In Presence Of, E: Established Quiet Hours	A: Possession or Consumption	Notification of Parents - Letter/Phone Call, Written/Verbal Warning, BASICS
01044-002-2019	RLHFS: Alcohol Violation	Reopened	Wolf Pack Tower	A: Possession or Consumption, B: In Presence Of, E: Established Quiet Hours	A: Possession or Consumption	Notification of Parents - Letter/Phone Call, Written/Verbal Warning, BASICS
01044-003-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, B: In Presence Of, E: Established Quiet Hours	A: Possession or Consumption, II: Quiet Hours and Noise	Notification of Parents - Letter/Phone Call, BASICS, Written/Verbal Warning
01044-004-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, B: In Presence Of, E: Established Quiet Hours	B: In Presence Of	Socializing 101, Written/Verbal Warning
01044-005-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, B: In Presence Of, E: Established Quiet Hours	B: In Presence Of	Written/Verbal Warning, Socializing 101
01051-001-2019	RLHFS: Policy Violation	Closed/Not Responsible	Wolf Pack Tower	E: Established Quiet Hours		
01051-002-2019	RLHFS: Policy Violation	Closed/Not Responsible	Wolf Pack Tower	C: Quiet Hours		
01068-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	A: Guest Behavior, B: Guest Check-Ins, C: Guest Escort, E: Established Quiet Hours	B: Guest Check-Ins	Written/Verbal Warning
01072-001-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Socializing 101, Written/Verbal Warning
01072-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	A: Possession or Consumption, B: Excessive Noise	Written/Verbal Warning, BASICS
01072-003-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Socializing 101, Written/Verbal Warning
01072-004-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-005-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-006-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A: Possession/Consumption of Drugs and Substances, B: Excessive Noise, B. In Presence Of	A: Possession or Consumption, B: Excessive Noise	Written/Verbal Warning, BASICS
01072-007-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Socializing 101, Written/Verbal Warning
01072-008-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-009-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-010-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Socializing 101, Written/Verbal Warning
01072-011-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-012-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01072-013-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: In Presence Of, C: Quiet Hours	Written/Verbal Warning, Socializing 101
01072-014-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, A.1: In Presence of Drugs and Substances, B: Excessive Noise, B. In Presence Of	B: Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01075-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C: Guest Escort	C: Guest Escort	Written/Verbal Warning
01076-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	C: Guest Escort		
01078-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	A: Solicitation/Business	A: Solicitation/Business	Written/Verbal Warning
01078-002-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	A: Solicitation/Business	A: Solicitation/Business	Written/Verbal Warning
01080-001-2019	RLHFS: Drug Violation	Closed/Responsible	Wolf Pack Tower	A: Possession/Consumption of Drugs and Substances	A: Possession/Consumption of Drugs and Substances	Written/Verbal Warning
01085-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	A: Solicitation/Business, C: False Identification, D: Encouragement/Involvement	A: Solicitation/Business, D: Encouragement/Involvement	Reflection Paper
01087-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower		C: Guest Escort	Written/Verbal Warning
01088-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C: Guest Escort	C: Guest Escort	Written/Verbal Warning
01089-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C: Guest Escort	C: Guest Escort	Written/Verbal Warning
01100-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, B: Excessive Noise, B. In Presence Of, E: Empty Containers	B: In Presence Of	Written/Verbal Warning, Socializing 101
01100-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A: Possession or Consumption, B: Excessive Noise, B. In Presence Of, E: Empty Containers	B: In Presence Of	Written/Verbal Warning, Socializing 101

01100-003-2019	RLHFS: Alcohol Violation	Closed/Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	B. In Presence Of, C. Quiet Hours	Socializing 101, Written/Verbal Warning
01106-001-2019	RLHFS: Drug Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, A.1. In Presence of Drugs and Substances, B. In Presence Of	A. Possession or Consumption, A.1. In Presence of Drugs and Substances	BASICS, Written/Verbal Warning
01106-002-2019	RLHFS: Drug Violation	Closed/Responsible	Wolf Pack Tower	A. Possession or Consumption, A.1. In Presence of Drugs and Substances, B. In Presence Of	A15. Use, Possession, or Distribution of Alcohol	Socializing 101
01106-003-2019	RLHFS: Drug Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, A.1. In Presence of Drugs and Substances, B. In Presence Of	A. Possession or Consumption, A.1. In Presence of Drugs and Substances	Written/Verbal Warning, BASICS
01106-004-2019	RLHFS: Drug Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, A.1. In Presence of Drugs and Substances, B. In Presence Of	A.1. In Presence of Drugs and Substances, B. In Presence Of	Socializing 101
01106-005-2019	RLHFS: Drug Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, A.1. In Presence of Drugs and Substances, B. In Presence Of	A.1. In Presence of Drugs and Substances, B. In Presence Of	Socializing 101
01113-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	E. Empty Containers	A. Possession or Consumption	Notification of Parents - Letter/Phone Call, BASICS, Written/Verbal Warning
01113-002-2019	RLHFS: Alcohol Violation	Closed/Not Responsible	Wolf Pack Tower	E. Empty Containers		
01117-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	T. Tobacco	T. Tobacco	Written/Verbal Warning
01120-001-2019	RLHFS: Policy Violation	Closed/Not Responsible	Wolf Pack Tower	C. Guest Escort		
01121-001-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption		
01129-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C. Guest Escort	C. Guest Escort	Written/Verbal Warning
01141-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C. Guest Escort	C. Guest Escort	Written/Verbal Warning
01142-001-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01142-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours	B. In Presence Of, C. Quiet Hours	Socializing 101, Written/Verbal Warning
01142-003-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01142-004-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01142-005-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01142-006-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01143-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	A. Possession or Consumption, C. Quiet Hours, E. Empty Containers	BASICS, Notification of Parents - Letter/Phone Call, Written/Verbal Warning
01143-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	B. In Presence Of, C. Quiet Hours	Written/Verbal Warning, Socializing 101, Policy Quiz
01143-003-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	B. In Presence Of, C. Quiet Hours	Socializing 101, Written/Verbal Warning, Policy Quiz
01143-004-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	A. Possession or Consumption	Written/Verbal Warning, Notification of Parents - Letter/Phone Call, BASICS
01143-005-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	B. In Presence Of, C. Quiet Hours	Written/Verbal Warning, Socializing 101
01143-006-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	A. Possession or Consumption, C. Quiet Hours	Written/Verbal Warning, Notification of Parents - Letter/Phone Call, BASICS
01143-007-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of, E. Empty Containers	A.1. In Presence of Drugs and Substances, E. Empty Containers	Socializing 101
01145-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C. Guest Escort	C. Guest Escort	Written/Verbal Warning
01149-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of	B. Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01149-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of	A. Possession or Consumption	BASICS, Written/Verbal Warning, Notification of Parents - Letter/Phone Call
01149-003-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of	B. Excessive Noise, B. In Presence Of	Written/Verbal Warning, Socializing 101
01149-004-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of	B. In Presence Of	Socializing 101, Written/Verbal Warning
01149-005-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. In Presence Of	A. Possession or Consumption	Notification of Parents - Letter/Phone Call, Written/Verbal Warning, BASICS
01150-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C. Guest Escort	C. Guest Escort	Written/Verbal Warning
01162-001-2019	RLHFS: Drug Violation	Closed/Not Responsible	Wolf Pack Tower	A. Disruptive Behavior, A. Possession/Consumption of Drugs and Substances		
01180-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	B. Excessive Noise	B. Excessive Noise	Written/Verbal Warning

01180-002-2019	RLHFS: Policy Violation	Responsible	Wolf Pack Tower	B. Excessive Noise	B. Excessive Noise	Policy Quiz
01184-001-2019	RLHFS: Alcohol Violation	Closed/Not Responsible	Wolf Pack Tower	A. Possession or Consumption		
01190-001-2019	RLHFS: Drug Violation	Closed/Responsible	Wolf Pack Tower	A. Disruptive Behavior, A. Possession/Consumption of Drugs and Substances	A. Disruptive Behavior	Written/Verbal Warning
01200-001-2019	RLHFS: Drug Violation	Accused	Wolf Pack Tower	A. Guest Behavior, A. Possession/Consumption of Drugs and Substances, B. Guest Check-Ins		
01204-001-2019	RLHFS: Policy Violation	Closed/Responsible	Wolf Pack Tower	C. Guest Escort, F. Building Access	C. Guest Escort	Written/Verbal Warning
01207-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	C. Guest Escort		
01208-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	C. Guest Escort		
01210-001-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours		
01210-002-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours		
01210-003-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours	B. In Presence Of, C. Quiet Hours	Written/Verbal Warning, Socializing 101
01210-004-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours		
01210-005-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours	B. In Presence Of, C. Quiet Hours	Socializing 101, Written/Verbal Warning
01210-006-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours		
01210-007-2019	RLHFS: Alcohol Violation	Closed/Not Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Empty Containers, E. Established Quiet Hours		
01216-001-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. Guest Check-Ins, B. In Presence Of, E. Empty Containers		
01216-002-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. Guest Check-Ins, B. In Presence Of, E. Empty Containers		
01216-003-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. Guest Check-Ins, B. In Presence Of, E. Empty Containers		
01216-004-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. Excessive Noise, B. Guest Check-Ins, B. In Presence Of, E. Empty Containers		
01218-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption	A. Possession or Consumption, C. False Identification	SHIFT Referral to Office of Student Conduct, Residence Life Probation
01218-002-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption	A. Possession or Consumption	
01219-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption	A. Possession or Consumption	Reflection Paper, Written/Verbal Warning
01220-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	O. Cooking		
01228-001-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours	A. Possession or Consumption	BASICS, Written/Verbal Warning, Notification of Parents - Letter/Phone Call
01228-002-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01228-003-2019	RLHFS: Alcohol Violation	Responsible	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours	A. Possession or Consumption, B. Excessive Noise	BASICS, Notification of Parents - Letter/Phone Call, Written/Verbal Warning
01228-004-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession or Consumption, B. In Presence Of, E. Established Quiet Hours		
01233-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	B. Guest Check-Ins, C. Guest Escort		
01235-001-2019	RLHFS: Alcohol Violation	Accused	Wolf Pack Tower	A. Possession/Consumption of Drugs and Substances		
01239-001-2019	RLHFS: Policy Violation	Closed/Not Responsible	Wolf Pack Tower	A. Disruptive Behavior		
01239-002-2019	RLHFS: Policy Violation	Closed/Not Responsible	Wolf Pack Tower	A. Disruptive Behavior		
01284-001-2019	RLHFS: Policy Violation	Accused	Wolf Pack Tower	E. Established Quiet Hours		